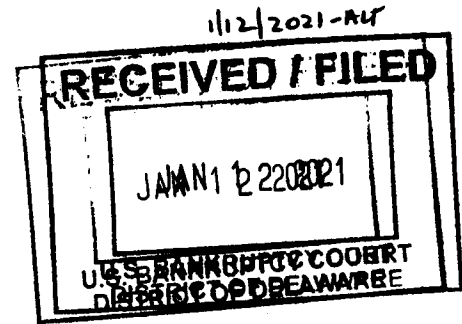


Member: Scan tag # 7446133055
Club #7446
Original agreement # 744620877
Lonny Ohlfest



Jan, 8th, 2021

Reference: Contract dispute for Lonny Ohlfest

I have been having two personal training sessions a week at the YouFit gym for just under two years. When the pandemic was getting worse in April of 2021, the gym responsibly closed directly after one of my sessions. Before leaving on that day, I signed an agreement to put my contract on what the gym titled as "vacation" status. The vacation contract was to suspend the payments for three months and at no charge for this change. As we know, the pandemic raged on and the gym remained closed.

At the time of closure, the gym still owed me for several sessions. The gym did later start, inappropriately, billing me and this issue was addressed (Attached exhibit "#1"). I was refunded the month's billing of \$304 and assured that I would receive the sessions I had already paid for. The gym did reopen yet I never received notification that the gym was opened. Apparently, the gym began to bill me even without notification that they had reopened. The credit card used for the payments had already been closed due to the gym's inappropriate bill and because of issues with another company.

I am 71-years-old and suffer from a medical condition that puts me at higher risk for Covid infection, therefore, I would not be returning to the gym anytime soon. To this day, and even more so currently, it would be most foolish for me to return to the

gym in view that the virus is even more contagious and gyms are labeled as a "high risk" for infection facility (See page two of Exhibit "#2", entitled "Know the Risks").

During the Summer period, the gym had emailed me a completely different contract that they wanted me to agree to (Exhibit "#3"). I did not sign the new agreement. This agreement was for a higher rate than I had previously agreed to. This new offer also appeared to show that my past contract was now void.

The gym has and continues to text me with a message to call them to "resolve" my account. I had called on November 3rd, 2020 at 11:47 AM and spoke with Viva. During this conversation, I was notified that I now owed them over \$1000.00; all this news to me. I let Viva know that I am 71-years-old and that we remain in the height of the pandemic. I informed her that I am not coming back anytime soon. I also stated that the gym had breached the contract due to the virus and my action, to not attend and pay, could be viewed in the same vein as their action. Viva offered me an absurd proposition where I could immediately start paying all past due monies and simultaneously pay new monthly payments while making up all the past sessions, along with current sessions, yet all the past sessions would have to be made up within what I recall as a three month period. This would mean that I would have to attend at least 4 to 5 sessions a week, again, during the height of the pandemic and again, I am 71-years-old and this might be more sessions than could be handled. I wasn't about to accept this "special offer." I stated that should they wish to proceed with demanding payment, please take me to court so that we could resolve this issue and, until then, I would not be paying for services that I could not receive. Viva stated that they would not take me to court but would just turn my

account over to a bill collector. Since it was stated that the conversation was recorded, all of this is verifiable through the gym's recording.

Should the gym wish to be realistic and reasonable, there is a strong possibility that I would return as a once again, extremely satisfied, customer, as stated in the two rave reviews I had previously submitted. After spending nearly \$6000.00 for services at the gym, their current approach seems a most poor business approach, especially if they were hoping for customer retention once the virus is more under control. So, for me, and possibly many others in my position, the money they say I owe will remain as uncollectible. I pray that my contract, should it exist, for continued services and past payments be nullified and not be extended to the new owners of the gym.

Thank you for your time.

Respectfully,

A handwritten signature in black ink, appearing to read "Lon Ohlfest". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Lon Ohlfest
6000 SW 72 Ave
Miami, Fl 33143
Email: OhlfestLon@comcast.net

Na6Naboj`))Ukqna_qm c oarrea] craai aj p

To LON OHLFEST <ohlfestlon@comcast.net>

EX-1

YouFit

1061

Hi Lon,

We do apologize for the delay in getting back to you. As you can imagine, we've been overloaded by messages on all platforms causing a delay in our response time.

We've gone ahead and issued you a refund for the invoice drafted on 3/23, in the amount of \$304. Please allow up to 7-10 business days for this to reflect in your account. Once we reopen we will extend the time out on your unused sessions that were still active at the time of our closure. We hope this resolves your issue.

Please let us know if you have any additional questions or if I can be of further assistance.

Thank you, and be well.
Gen Cann
Customer Relations Representative
Youfit Health Clubs

On Sun, May 3, 2020 at 12:08 PM LON OHLFEST <ohlfestlon@comcast.net> wrote:

Dear Gen,

So, I believe we agree on the timeline here.

1. The gym closed while still owing me the rest of the month at two personal training session per week.
2. Due to unexpected circumstances with the virus, my account was put on vacation. When, without these circumstances, the account would not have been put on vacation. I was, therefore, placed into a position of "impossibility of performance" to give a 30 day notice.
3. Youfit is holding to their contractual guideline of requiring a 30 day notice to go to the vacation status, while ignoring the circumstances.
4. While Youfit has an impossibility of performance due to being closed, it is now refusing a refund for services that it is not capable of providing.

I am asking for the immediate refund of \$304 that was paid on March 20, 2020. And, I am asking for written confirmation that Youfit still owes me for the remaining sessions that were paid for on March 2, 2020 that were not delivered since the gym was closed down.

As a side note, please know that I do write reviews, so please refer to the two glowing reviews that I gave to Youfit in the past. This current situation is beginning to sour me on Youfit when I have done nothing other than being anxiously waiting to return.

Please do the right thing to preserve a most loyal customer as I approach my second year of training twice a week.

Thank you again for your time and attention to this matter,

Best Regards and stay safe,

Ex # 2 - See page 2 pg 1 of 2

KNOW THE RISKS

- 1 Opening post
- 2 Getting restaurant takeout
- 2 Filling your car up
- 2 Playing tennis
- 2 Going camping
- 3 Food shopping
- 3 Going for a walk, run, or bike ride with others
- 3 Playing golf
- 4 Staying at a hotel for two nights
- 4 Sitting in a doctor's waiting room
- 4 Going to a library or museum
- 4 Eating in a restaurant (outside)
- 4 Walking in a busy high street
- 4 Spending an hour at a playground
- 4 Having dinner at someone else's house
- 4 Attending a BBQ
- 4 Going to a beach
- 4 Browsing at a big shopping centre
- 4 Sending kids to school or nursery
- 4 Working a week in an office building
- 4 Swimming in a public pool
- 4 Visiting an elderly relative or friend in their home
- 4 Going to the hairdressers or barbers
- 4 Eating in a restaurant (inside)
- 4 Attending a wedding or funeral
- 4 Traveling by plane
- 4 Playing basketball
- 4 Playing football
- 4 Hugging or shaking hands when greeting a friend

**LOW
RISK**

**LOW
moderate**

**Moderate
risk**

**Moderate
risk**

Pf 2 of 2

Going to the hairdressers or barbers	
Eating in a restaurant (inside)	
Attending a wedding or funeral	
Traveling by plane	
Playing basketball	
Playing football	
Hugging or shaking hands when greeting a friend	
Eating at a buffet	7
Working out at a gym	8
Going to an amusement park	8
Going to the cinema	8
Attending a large music concert	9
Going to a sports stadium	9
Attending a religious service with 500+ worshippers	9
Going to a bar	9

High
risk



ADDITIONAL TERMS AND PROVISIONS

BUYER'S ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF YOUTFIT HEALTH CLUBS, LLC: Buyer acknowledges that the Personal Training Service purchased hereunder include participation in strenuous physical activities, including, but not limited to, aerobic dance, weight training, stationary bicycling, various aerobic conditioning machinery and various nutritional programs offered by Youfit Health Clubs, LLC, (the "Physical Activities"). Buyer acknowledges these Physical Activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee, lower back, foot injuries and any other illness, soreness, or injury, however caused, occurring during or after Buyer's participation in the Physical Activities. Buyer further acknowledges that such risks include, but are not limited to, injuries caused by the negligence of an instructor or other person, defective or improperly used equipment, overexertion of a Buyer, slip and fall by the Buyer, or an unknown health problem of a Buyer. Buyer agrees to assume all risk and responsibility involved with participation in the Physical Activities. Buyer affirms that Buyer is in good physical condition and does not suffer from any disability that would prevent or limit participation in the Physical Activities. Buyer acknowledges participation will be physically and mentally challenging, and Buyer agrees that it is the responsibility of Buyer to seek competent medical or other professional advice regarding any concerns or questions involved with the ability of Buyer to take part in Youfit Health Clubs, LLC's Physical Activities. By signing this Agreement, Buyer asserts that he or she is capable of participating in the Physical Activities. Buyer agrees to assume all risk and responsibility for not exceeding his or her physical limits. Buyer, on behalf of Buyer, his or her heirs, assigns and next of kin, agrees to fully release Youfit Health Clubs, LLC (as well as any of its owners, employees, or authorized agents, including contractors) from any and all liability, claims and/or litigation actions that Buyer may have for injuries, disability or death or other damages of any kind, including but not limited to punitive damages, arising out of participation in Youfit Health Clubs, LLC's Physical Activities, including, but not limited to the Personal Training Service and the Physical Activities, even if caused by the negligence, gross negligence, intentional acts or omissions and/or any other type of fault of Youfit Health Clubs, LLC, its owners, employees, or other authorized agents, including independent contractors.

IMPORTANT NOTE: Buyer, on his or her own behalf, or as an agent or guardian for a client identified above who will use the Personal Training services purchased under this agreement (as used herein, individually and collectively, "Buyer"), by signing and agreeing to participate in Youfit Health Clubs, LLC services and related activities, agrees to release Youfit Health Clubs, LLC from liability due to participation. Buyer is urged to have this release agreement reviewed by an attorney before signing. Buyer acknowledges good and valuable consideration of agreeing to all terms and condition of this release. In the form of Youfit Health Clubs, LLC agreeing to reduce initial buyer charges by the amount set forth above.

EFT REQUEST, BILLED MONTHLY TO A CHECKING, BANK, AND/OR SAVINGS ACCOUNT: Buyer (individually and as agent or guardian of member) hereby authorizes Youfit Health Clubs and/or its agents to make periodic charges to or withdrawals from the account used to pay the initial payment described above or the account designated below or replacement hereafter for payment of any sums due Youfit Health Clubs, LLC and/or its agents' facilities or services (the "EFT"), as follows. Buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncanceled monthly dues, payments or portions of the balance due described on this agreement and the corresponding service charges. Any service charges incurred by either party during an electronic funds transfer are the sole responsibility of the Buyer. Buyer understands that the Buyer is in full control of Buyer's payment and that this EFT authorization will remain in effect until Youfit Health Clubs and/or its agents receive written notice via certified mail of termination of this agreement as allowed by this agreement and have a reasonable opportunity to act on that notice. If you decide to change your billing information, a five (5) day notice is required. Such notification will not otherwise affect this agreement and Buyer's obligation herein. Buyer understands that cancellation of EFT authorization in no way releases the obligation to fulfill the terms and payments of this agreement. If you provide us with more than one method of payment, you authorize us to change any amounts you may owe us including, but not limited to, any membership related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably by certified mail to the address listed above. As a service to members to provide a credit or debit card as a form of payment we reserve the right to Bill expired credit or debit cards and/or obtain new expiration dates from card issuers who make these dates available until the member has cancelled in accordance with this agreement or revokes their authorization to bill with their financial institution. Notwithstanding any other provision of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

IDENTIFICATION: YOUTFIT HEALTH CLUBS, LLC REQUIRES A BUYER TO FURNISH IDENTIFICATION UPON ENTRY TO THE FACILITY AND BE CURRENT YOUTFIT HEALTH CLUBS MEMBER IN GOOD STANDING.

PHYSICAL INFIRMITY/DEATH: You may cancel this Agreement if you become physically unable to avail yourself of a substantial portion of the services which you used from the commencement of the Agreement until the time of the permanent disability, or upon your death, your estate may cancel this Agreement, and such cancellation shall be authorized only upon you or your estate furnishing Youfit Health Clubs, LLC certification of such permanent disability by a physician licensed under Florida state chapter 466, 468, 469 or chapter 469 provided the diagnosis or treatment is within the physician's scope of practice, or certification of your death. Buyer has the option to freeze their personal training agreement with Youfit Health Clubs, LLC for medical reasons with a letter from Doctor. The freeze may be issued for three (3) months at one time, totaling to six (6) months in a twelve (12) month period. Freezes do not substitute or replace any invoices on original agreement nor will they apply as an invoice within the required 30 day cancellation procedure.

PERSONAL TRAINING SERVICES: The service being requested is for a program, and not the services of any individual trainer. The assigned trainer may not be available to conduct any one or all sessions, in which case, another trainer will be substituted and the substituted trainer is not available. Training sessions and trainers are available at all times. Sessions are up to a maximum of sixty (60) minutes in duration, unless specifically stated elsewhere in this agreement. Youfit Health Clubs, LLC will make every attempt to provide the best service possible, acknowledging client requests (such as trainer, gender, age, appointment time, etc.) but will not be held liable, or otherwise does not affect the terms of this agreement, in the event these requests cannot be met. Your sessions will become available for use at the rate in which you make your payment if the first and last month's dues are collected at the point of sale, then the last month's sessions will be held until the final payment of the initial term has been made. All appointment cancellations need to be made twenty-four (24) hours prior to the scheduled appointment time to not be considered a "no-show". In the event the client "no-shows" for their scheduled session, the client will be charged for that session. In the event the trainer "no-shows" for the scheduled appointment and there is no other trainer available at that time, Youfit Health Clubs, LLC will add one (1) free training session to the original agreement term. There are three (3) months from date of last payment to use 24 or less sessions, 25-48 sessions must be used within six (6) months from date of last payment, 49-96 sessions must be used within nine (9) months from date of last payment, 96 or more sessions must be used within 12 months from date of last payment. If sessions (including make-up sessions) extend beyond the above stated term, then the remaining sessions of the Agreement are considered to have lapsed and will immediately be discontinued. Failure to use the service does not relieve any Buyer of their obligations, (regardless of circumstances), to pay the fees, late charges and other monies due under the Agreement in full. The completion date will be extended only when a signed doctor's note is received stating a medical reason, which prevents the physical activities from being completed within the normal allotted time period.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in this Agreement. If you are entitled to a refund, your refund will be limited to unused sessions. In no event are you entitled to a refund for used sessions.

PAYMENT IN FULL: If client desires to pay in full for future services, client's execution of this agreement hereby constitutes a written request to make such payment in full. Refunds will not be issued for any PIF (Paid In Full) agreement with Youfit Health Clubs, LLC.

RETURNED CHECKS & LATE FEES: A twenty-five dollar (\$25) fee will be charged for any returned checks. A seven dollar (\$7) late fee & a three dollar (\$3) service fee will be assessed to late payments. If the member defaults on the agreement we may demand immediate payment of all unpaid installments.

BUYER'S DEFAULT: Buyer shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to the obligation to make any payment as and when due. Upon default, Youfit Health Clubs, LLC shall have all rights and remedies available, including termination of this Agreement and institution of an action of all applicable damages. You Personal Training delays or refrains from exercising any rights under this Agreement, Youfit Health Clubs, LLC does not waive, nor will Youfit Health Clubs, LLC lose those rights. If Youfit Health Clubs, LLC accepts late or partial payments from Buyer, Youfit Health Clubs, LLC does not waive the right to receive full and timely payments and other charges under this agreement.

SUCCESSORS AND ASSIGNS: Buyer agrees that all terms and conditions of this Agreement shall be binding upon the heirs, personal representative, lawful successors, and assigns of Buyer, and anyone claiming by or through Buyer. Youfit Health Clubs, LLC may sell, assign or transfer our right to receive payment from you to a finance company, bank, or other institution. You will be notified of such a transfer. Neither you nor any member may sell, assign, or transfer a membership, or any right thereto.

ENFORCEABILITY: The parties agree that if any provision or portion of this Agreement is declared void the unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Further, if any such provision or portion of a provision may be reduced and/or narrowed in scope or the like, such provision or portion of a provision shall be reduced, narrowed and/or the like, and so enforced.

GOVERNING LAW: You are paying for future services and may be risking loss of your money in the event this health, studio and/or business location ceases to operate. This health studio is not required by Florida law to provide any security, and there may not be other protections provided to you should you choose to pay in advance.

ATTORNEY FEES: In the event either party finds it necessary to commence litigation or other court action to enforce the terms and conditions of this Agreement the prevailing party in such litigation or court action shall be entitled to receive their attorney's fees court costs and other charges.

MINIMUM AGE: Minimum age for all members is 13 years old. Members under the age of 18 require parent or guardian consent at the time of purchase. Members under the age of 18 must be accompanied by parent or guardian at all times while using our facilities.

LIMITATION OF LIABILITY & FULL RELEASE OF YOUTFIT: You agree to fully release Youfit, its owners, employees, affiliates, subsidiaries, authorized agents, and independent contractors from any and all liability, claims, demands, or other actions that You may have for injuries, disability, death, or any other actions that You may have for injuries, disability, or death or other damages of any kind, including, but not limited to, direct, special, incidental, indirect, punitive, or consequential damages, whether arising in tort, Agreement, negligence, or breach of warranty arising out participation of any services offered by Youfit, the use of any of its facilities or equipment, including but not limited to any physical activities, personal training services, participation in any group classes, or any other act even if caused by the negligence, employees, affiliates, subsidiaries, authorized agents, or independent contractors. You are urged to see a doctor before you commence any physical activity and to follow a doctor's advice as to your health, fitness, or physical capabilities. Further, you are urged to have this Agreement reviewed by an attorney before signing, and your signature and/or initials indicates your acceptance of all the terms and conditions in this Agreement, without limitation.

PHOTOGRAPHY AND VIDEO: Professional photography and recording of video on the premises is not allowed without the advance written approval of Youfit Health Clubs' Legal Department and execution of appropriate release/consent forms. Personal photography (i.e., "selfies" and photos posted to social media sites) is allowed in public areas of the club only. You must have consent to photograph any other member, guest or team member. No photography or cameras of any kind are allowed in any locker room, rest room, sauna/steam room, or in the childcare center.

Youfit allows certain team members to take images of members and guests for social media purposes, including participants in group fitness and team training classes. If you do not wish to have images taken by Youfit, please let the team member know, so that you can opt out. By your continued use of Youfit's premises and services, including participation in the class, you irrevocably consent to and grant Youfit the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to Youfit's commercial and promotional use on its corporate or employee social media sites.

ARBITRATION: Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the city of club and Florida law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Financial Services, LLC.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

E-SIGN CONSENT: Certain laws and regulations may require Youfit and/or ABC Financial Services, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Youfit and/or ABC Financial Services, LLC, may provide to Member. Member consents to receive the Documents electronically until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Youfit and/or ABC Financial Services, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Youfit and/or ABC Financial Services, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Youfit and/or ABC Financial Services, LLC, and to promptly notify Youfit and/or ABC Financial Services, LLC of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Youfit and/or ABC Financial Services, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Youfit and/or ABC Financial Services, LLC, will notify Member following such material modification. By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Youfit and/or ABC Financial Services, LLC.

CONTACT: Member affirms, acknowledges, and attests that Member's mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Youfit and/or ABC Financial Services, LLC, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number, or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Youfit and/or ABC Financial Services, LLC.

WARNING: Use of steroids to increase strength or growth can cause heart problems. Steroids can keep teenagers from growing to their full height, they can also cause heart disease, stroke and damage liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids.

3 of 3



PARENT / GUARDIAN WAIVER

IN EXCHANGE FOR YOUFIT™ ALLOWING MY MINOR CHILD TO PURCHASE A MEMBERSHIP AND TO PURCHASE A MEMBERSHIP AND TO USE ALL INCLUDED FACILITIES,

I _____
THE PARENT/GUARDIAN OF
_____ **LONNY G OHLFEST** _____

HEREBY AGREE TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE PREMISES OF, OR EQUIPMENT BELONGING TO, YOUFIT™. FURTHER, I, INDIVIDUALLY AND ON BEHALF OF MY CHILD, AGREE TO INDEMNIFY AND HOLD HARMLESS YOUFIT™, ITS EMPLOYEES, AGENTS, OR OFFICERS, WITH RESPECT TO DAMAGE AND LOSS TO ALL PERSONS OR PROPERTY, INCLUDING MY CHILD, AND DO HEREBY RELEASE AND FOREVER DISCHARGE YOUFIT™, ITS EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL CLAIM FOR LOSS FOR DAMAGES RESULTING THEREFROM. ALL MEMBERS UNDER THE AGE OF 16 YEARS OLD MUST BE ACCOMPANIED BY THEIR PARENT/GUARDIAN AT ALL TIMES WHILE INSIDE THE CLUB. NO ONE UNDER THE AGE OF 13 YEARS OLD IS PERMITTED ONTO THE PREMISES.

I HAVE READ AND ACCEPTED THE TERMS OF THE AGREEMENT.

PARENT/GUARDIAN

04/01/2020

DATE